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**ITEL  
RAIL**

INTERSTATE COMMERCE COMMISSION

55 Francisco  
San Francisco, California 94133  
(415) 955-9090  
Telex 34234

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3-0321145

No. ....  
FEB 1 1983  
Date.....

Fee \$..10.00

ICC Washington, D. C.

January 25, 1983

Ms. Agatha Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation, four counterparts of the following document; *an Amendment to the Lease recorded with the ICC October 1, 1978 under Recordation No. 9756.*

Amendment No. 5 dated November 23, 1982, to the  
Boxcar Lease Agreement dated April 26, 1978, between  
Itel Rail and East Camden & Highland Railroad.

The names and addresses of the parties to the aforementioned Amendment are:

1. East Camden and Highland Railroad Company  
P.O. Box 3180  
East Camden, Arkansas 71701
2. Itel Corporation, Rail Division  
55 Francisco, 7th Floor  
San Francisco, California 94133

The equipment covered by this Amendment is fifty (50) boxcars (AAR mechanical designation XM, 50'6" in length) currently bearing reporting marks GBW 10000-10049.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

Ms. Agatha Mergenovich, Secretary  
January 25, 1983  
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to the bearer of this letter.

Sincerely,

  
Patricia Salas Pineda  
Counsel

PSP:dmm  
Enclosures

cc: Michael Walsh, Esq.  
Weil, Gotshal & Manges  
767 Fifth Avenue  
New York, New York 10020

Robert S. Clark, Esq.  
Senior Trust Officer  
First Security Bank of Utah, N.A.  
Corporate Trust Division  
79 South Main Street  
Salt Lake City, Utah 84125

Doug Drummond  
Itel Corporation

9756  
L-0394  
11/23/82

AMENDMENT NO. 5

RECORDATION NO. 9756-F  
FFB - 1 1983 - 3 20 PM  
INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 5 (the "Amendment") to that certain Lease Agreement (the "Agreement") made as of April 26, 1978 between ITEL CORPORATION, RAIL DIVISION ("Lessor") and EAST CAMDEN AND HIGHLAND RAILROAD COMPANY ("Lessee") is made this 23rd day of November, 1982, by and between Lessor and Lessee.

**W I T N E S S E T H :**

WHEREAS, Lessor and Lessee are parties to the Agreement, pursuant to which five hundred (500) boxcars ("Cars") described therein have been leased by Lessor to Lessee.

WHEREAS, Lessor consented to Lessee's entering into a sublease agreement (the "Sublease") dated October 21, 1981 with Green Bay and Western Railroad Company (hereinafter called "Sublessee") for fifty (50) of the Cars ("Boxcar(s)").

WHEREAS, Lessor and Lessee agree that it is to their mutual benefit for Lessee and Sublessee to extend the term of the Sublease.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. Paragraph 3 of Amendment No. 3 and Paragraph 3 of Amendment No. 4, attached to and incorporated into the Agreement are hereby deleted in their entirety and replaced by the following:

"3. The term of the Sublease with respect to each Boxcar shall commence at 12:00 P.M. on the date and at the location that such Boxcar is remarked with the Sublessee's reporting marks and shall expire as to all the Boxcars on December 31, 1983 and shall be automatically extended for not more than ten (10) consecutive periods of twelve (12) months each (the "Sublease Period")."
3. Nothing set forth in this Amendment with respect to the Agreement represents a waiver by the parties hereto of any rights under the Agreement or the Bankruptcy Code and is not an assumption of the Agreement under the Bankruptcy Code, and in the event of the rejection of the Agreement by order of the Bankruptcy Court under the Bankruptcy Code, Lessee may claim pre-petition damages, if any, with respect to such rejection of the Agreement.
4. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to all of the Cars subject to the Agreement, including the Boxcars.

5. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL CORPORATION,  
RAIL DIVISION

By: *Ed. J. McDev*

Title: *President*

Date: *1-5-83*

EAST CAMDEN AND HIGHLAND  
RAILROAD COMPANY

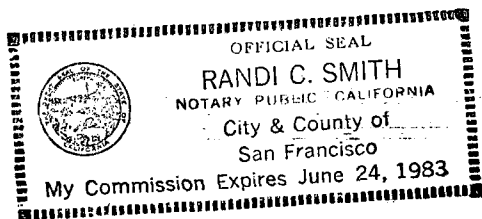
By: *Don E. Hunt*

Title: *Exec. V.P.*

Date: *12-3-82*

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN FRANCISCO ) ss:

On this 7th day of January, 1982, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn says that such person is President of ITEL Corporation, Rail Division, that the foregoing Amendment No. 5 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Randy C. Smith  
Notary Public

STATE OF ARKANSAS )  
 )  
COUNTY OF OUACHITA ) ss:

On this 3rd day of DECEMBER, 1982, before me personally appeared DON E. GHENT, to me personally known, who being by me duly sworn says that such person is EXE. VICE-PRESIDENT of East Camden and Highland Railroad Company, that the foregoing Amendment No. 5 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

MY COMMISSION EXPIRES 11-15-84

Joseph J. Derrick  
Notary Public

